1767

ALDWINCKLE.

A

Candid Examination, &c.

Price One-Shilling.

ADDRESS.

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A

CANDID EXAMINATION

OF THE

Rev. Mr. M[ADAN]——'s Conduct,

AS A

COUNSELLOR AND A FRIEND;

AGREEABLE TO THE

PRINCIPLES

OF

LAW AND CONSCIENCE.

Strain at a gnat, and ſwallow a camel.

LONDON,

Printed for S. BLADON, at N°. 28, in Paternoſter-Row; and
G. PEARCH, at N°. 12, in Cheapſide.

M.DCC.LXVII.

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MDCCLXXII.

Reverend SIR,

A Concern for chriſtianity and its real friends, ſympathy for the afflicted patron of A—, and a deſire that juſtice may be done to him and to you by the public, are the real motives of the preſent addreſs, and I would hope a ſufficient apology for it. You have appealed to the world, for the righteouſneſs of your conduct; poſſibly ſome are ſatisfied with your defence; but you have great reaſon to believe a vaſt majority of your readers are diſſatisfied. However all agree, that you have cloſely followed the advice, "Be ye wiſe as ſerpents," if you have omitted the other precept, "be ye harmleſs as doves." There is indeed one exception to your wiſdom, and that is, forgetting the exhortation, "The ſervant of the Lord muſt not ſtrive, but be gentle unto all men, patient, inſtructing (with meekneſs and ſweetneſs of temper), thoſe that oppoſe themſelves." Your anſwer, (as well as a great part of your conduct to Mr. K—) breathes not a little reſentment, and diſplays a temper of mind very oppoſite to what the apoſtle enjoins: the beſt controverſial writers are ſuch as approve themſelves ſincere friends to their opponents, as well as to the truth; this I ſhall endeavour to do, and requeſt that in reading the following pages, you will keep Mr. Locke's obſervation in view, "that there can be nothing more beautiful, nor more beneficial than labouring to convince a brother of his error,"—and ſo convert him from the evil of his way.

Should you ſay, the patron was the proper perſon to reply: true; but for reaſons beſt known to himſelf and to a few others, his reply to your pamphlet, was ſtopped in the preſs. Whether in this, he hath acted a weak or diſcrete part; or whether the adviſers of this ſtep have herein ſhown themſelves real friends to either of you, or the reverſe, the public muſt judge. As a *friend*, you would certainly now adviſe him to have more than kind promiſes, or flattering loans for the ſtopping his mouth; and as a *counſellor*, pray inſtruct him, whether bonds with this condition SILEBIS, are legal. A man in diſtreſs, gladly catches at any thing, too often at ſhadows; therefore join me in requeſting, that his ſilence may be no bar to the further generoſity of the public. Should you think, you have diſcharged all your duty to him, by keeping him from the execrable ſin of ſimony, though this was great charity, yet as by your recommendation, he hath nobly provided for a chargeable dependant of yours, *during life*; methinks ſomething within ſays, love the man that ſo loved you; and prevent likewiſe his incurring the guilt of a ſin worſe than that of infidelity, the providing not for his own houſhold and the juſt demands of his creditors."

As I am of opinion, the true ſtate of the queſtion about the living of A— hath been greatly miſrepreſented by ſome, and miſapprehended by others: you cannot be diſpleaſed at my endeavour to ſet ſuch perſons right; and poſſibly, a reconſideration of it may alter your own ſentiments and conduct. You ſeem well acquainted with the phraſe *pulveris exigui jactu*; many a defect of reaſon and proof in a cauſe have been ſupplied by ſcattering duſt: your long introduction concerning the nature of ſimony, (copied almoſt verbatim from Burn's Eccleſ. Law) entangles the queſtion

and

and renders that thick darkneſs, which before was as the meridian ſun. Whether deſigned or not, I leave, but this was the neceſſary conſequence; what connection is there betwixt the ſin of Simon Magus and the ſale of a perpetual advowſon? Hear the evidence of an eminent dignitary of the church of England, (Dr. Whitby), "What relation this ſin of Simon's, hath to what we now call ſimony, it is not eaſy to conceive." Simon's ſin appears to conſiſt in believing the apoſtles did their miracles in confirmation of chriſtianity by ſome ſuperior art of magic, than what himſelf had learned, and that conſequently they by the ſame art could teach others to do the ſame works for any other end; and for this art or gift he offered them money, but not with the leaſt view to employ it on the behalf of ſouls, or for the glory of God. Granting your own definition of his ſin to be a juſt one, that, "He thought to have purchaſed the gift of the Holy Ghoſt for money; or to have wrought miracles, as he ſaw the apoſtles did, and ſo have made a greater pecuniary advantage of that, than of his old trade of ſorcery:" what affinity is there betwixt this ſin, and purchaſing a temporal eſtate? as an advowſon moſt certainly is; you confeſs p. vi. "That it is a lay-fee, and as ſuch deſcends from father to ſon." Indeed, if the gift of the Holy Ghoſt, or the power of an apoſtle to ſpeak with tongues and to work miracles, is annexed to every advowſon, or is inherited by every perſon preſented to a living or benefice; your argument might have ſome weight with it; but as you cannot, will not maintain this, it is good for nothing, and the ſevere laws againſt Simon Magus's crime, (if there are any exiſting), might as well have been ſpared, for neither the *letter*, nor the *ſpirit* and *eſſence* thereof, have exiſted ſince

the extraordinary gifts of the Holy Ghoſt ceaſed: which you well knew they had, for centuries before the firſt canon, was made againſt the ſin. Truly, Sir, neither the clergy, nor their friends for them, have the leaſt thought in purchaſing a living, of purchaſing the Holy Ghoſt: they are not ſo ignorant of the ſcriptures, which declare that the gift of God is not to be purchaſed at all, or of the laws of their country which every where declare that advowſons may and ſhould be purchaſed with money. To prevent your and my readers being impoſed upon, I here inſert the form of the grant of a perpetual advowſon, *eſtabliſhed by law.*

This indenture made the —— day of —— in the —— year of the reign of our ſovereign Lord —— of great Britain, France, and Ireland king, defender of the faith, and ſo forth, and in the year of our Lord —— between A. B. *of —— in the county of —— Eſquire, of the one part, and* C. D. *of —— in the county of —— Gentleman, of the other part; witneſſeth, that the ſaid* A. B. *for and in conſideration of the* SUM OF —— OF LAWFUL MONEY *of great Britain, to him in hand, paid at or before the ſealing and delivery hereof, the receipt whereof he the ſaid* A. B. *doth hereby acknowledge, and himſelf therewith fully ſatisfied and paid, and thereof, and of every part thereof, doth hereby acquit, releaſe, and for ever diſcharge the ſoid* C. D. *his heirs, executors, and adminiſtrators and every of them by theſe preſents, and alſo for divers other good cauſes and valuable conſiderations him the ſaid* A. B. *thereunto moving, he the ſaid* A. B. *hath given and granted, and by theſe preſents doth fully, freely, and abſolutely give and grant unto the ſaid* C. D. *his heirs and aſſigns for ever, all that the advowſon of the rectory or perſonage of* E. *in the county of ——*

and

and all the eſtate, right, title, intereſt, property, claim, and demand whatſoever, of him the ſaid A. B. *of, in, and to the ſaid advowſon, and to the donation, preſentation, and free diſpoſition and right of patronage of the ſaid church: to have, and to hold the ſaid advowſon, and premiſes aforeſaid hereby given and granted, or meant, mentioned, or intended to be hereby given and granted, with the appurtenances, unto him the ſaid* C. D. *his heirs and aſſigns, to and for the ſole and only proper uſe and behoof of the ſaid* C. D. *his heirs and aſſigns for ever, and to and for no other uſe, intent, or purpoſe whatſoever. And the ſaid* A. B. *hath granted, and by theſe preſents doth grant for himſelf and his heirs that they will warrant to the ſaid* C. D. *and his heirs, the aforeſaid advowſon of the ſaid church and premiſes aforeſaid, and every of them with the appurtenances, unto him the ſaid* C. D. *his heirs and aſſigns, againſt him the ſaid* A. B. *his heirs and aſſigns, and againſt all perſons whatſoever, claiming, or to claim the ſame or any right or title thereunto, by, from, or under him, them, or any of them. And the ſaid* A. B. *doth hereby for himſelf, his heirs executors and adminiſtrators, covenant, promiſe, grant, and agree to and with the ſaid* C. D. *his heirs, executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, in manner and form following; that is to ſay, that the ſaid* A. B. *is at the time of the ſealing and delivery hereof, and untill the execution of theſe preſents, the true right and undoubted patron of the ſaid church of* E. *and of the rectory aforeſaid; and hath good right, full power, and lawful and abſolute authority, to grant and convey the ſame to the ſaid* C. D. *his heirs and aſſigns in manner and form as aforeſaid: and that it ſhall and may be lawful to, and for the ſaid* C. D. *his heirs and aſſigns, from time to time, and at all times for ever hereafter, whenever the ſaid church ſhall or may, by the death, reſignation, deprivation,*

ceſſionr, or change of all or any the rectors or incumbents thereof, or otherwiſe happen to become vacant, to preſent ſome other honeſt learned and well qualified clerk, to ſucceed in the ſaid church as the rector or parſon thereof, and to do all other acts which to the office of patron of the ſaid rectory doth of right belong or appertain, as fully and amply as he the ſaid A. B. *his heirs or aſſigns might or could do if theſe preſents had not been made, without any let, ſuit, hinderence, moleſtation, interruption, or diſturbance whatſoever, of or from him the ſaid* A. B. *his heirs or aſſigns, or any other claiming under him, them, or any of them: and that he the ſaid* A. B. *his heirs and aſſigns, and all other perſons whatſoever, having or claiming any right or title to the ſaid advowſon under him or them, ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the proper coſt and charges of the ſaid* C. D. *his heirs and aſſigns in the law, make, do, levy, execute, and ſuffer all and every ſuch further and other lawful and reaſonable act and acts, grant and grants, conveyances, and aſſurances in the law whatſoever, for the further, better, and more perfect and abſolute granting, conveying and aſſuring of the ſaid advowſon of the ſaid church to the ſaid* C. D. *his heirs and aſſigns, be it by grant, confirmation, fine or recovery, or in any other manner, as by the ſaid* C. D. *his heirs and aſſigns, or his or their council learned in the law, ſhall be reaſonably deviſed, adviſed or required: all which further and other aſſurance and aſſurances, ſo to be made of the ſaid premiſes, ſhall be and enure, and ſhall be adjudged deemed and taken to be and enure, and are hereby declared to be and enure, to the ſole only and proper uſe of the ſaid* C. D. *his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever. In witneſs whereof the parties above ſaid to theſe preſents have interchangeably ſet their hands and ſeals, the day and year firſt above written.*

As

As we have ſeen, that the gift of God and advowſons are very different things, in the eye of *human laws* as well as divine, as they permit advowſons to be bought and ſold every day, yea approve and confirm the deed; ſo give me leave to obſerve that it is at the ordination of the clergy, (not at their induction into a living) that the Holy Ghoſt *is ſaid* to be given, therefore you ſhould have ſaid "to purchaſe ordination," not perpetual advowſons, "comes neareſt both to the letter and ſpirit of Simon's crime."

You ſay, what is *now* properly called ſimony, is ſelling or purchaſing eccleſiaſtical preferments in order to make gain thereby. I heartily join with you in thinking that it is to the great diſhonour of almighty God, that eccleſiaſtical preferments connected with the cure of ſouls is not always conferred on the moſt able and pious, but, whether the *higheſt bidders* filling up the vacancy, makes God's houſe a *den of thieves*, or will be the ruin of the church of England; here I leave you, not pretending to ſuch high things: but did not flatterers and the higheſt bidders in paſt ages, as well as in this, ſtand the beſt chance for preferments? witneſs the pious archbiſhops Langton and Wetherſhed whoſe canons againſt ſimony, you have copied from Burn.

Men that are in fault,
Can ſubtly apprehend when others aim
At what they do amiſs.

One *(Langton)* was a convicted traitor againſt his ſovereign, he made him kneel before him for abſolution, and was the chief means of ſubjecting the whole realm, after years of civil war, to the pope's domination; but afterwards for his atrocious wickedneſs he was ſuſpended and thrown

aſide from all religious offices. The other, trod cloſely in his predeceſſor's ſteps; he kicked alſo againſt his prince, and after thundering his excommunications againſt all who interfered even with the churches temporalities, fled to Rome to be ſupported in overthrowing the prerogative of his ſovereign, and the liberties of his fellow ſubjects. Their canons are *good authorities* doubtleſs, and the men *excellent patterns* to hold up to the public, for zeal for God and his church, againſt Simon Magus and his followers. You well know, their aim was not to extirpate or prevent ſimony, but to wreſt all benefices into their own hands for the ſake of lordly rule and filthy lucre. However as you have cited their canons, you will indulge me with a remark or two.

One canon enjoins that " the Biſhop ſhall take an oath of him who ſhall be preſented, that for ſuch preſentation he neither promiſed nor gave any thing to the perſon preſenting him, nor made any agreement with him for the ſame; eſpecially if he who is preſented be *probably ſuſpected* of the ſame." Doth not this canon ſeem prophetic of the caſe in hand? was there not great need to ſwear your friend? as he was a perfect ſtranger to the patron, there could not but be very *probable ſuſpicions* either of gifts, agreements or promiſes; and the biſhop being informed from H— own mouth, that he was not acquainted with K—, might juſtly aſk with that ſurprize as you mention p. 8. " How came Mr. K— to give *you* the living!" and he might well diſmiſs him with that tender and ghoſtly admonition, " I hope there is no *colluſion* in this matter."

As you quoted that canon of Wetherſhed's, where humbly connecting himſelf with the king, he " decrees by the king's authority and by *our own*

own, that the man found guilty of taking any money, or covenanted gain for the preſentation of any one, ſhall be for ever deprived of the patronage of that church :" you ſhould have added what your counſellor, (Burn) immediately ſuggeſted to you. " Sir Simon Degge obſerves upon this, that a canon is not ſufficient to deprive a man of his *freehold* or *inheritance*; and this canon (he ſays) was never put in execution or attempted ſo to be, ſo far as he can find. Deg. p. 1. c. 5.

I now come to the *oath* taken by every perſon admitted to an eccleſiaſtical living; and pray what is there in it that would have made H — and K— guilty of ſimony, and the firſt guilty alſo of perjury, had he promiſed to reſign, or have but *intended* to reſign when he took A — ?

The clerk ſwears, " I have made no *ſimoniacal* payment, contract, or promiſe, directly or indirectly, by myſelf or by any other, to my knowledge or with my conſent, to any perſon or perſons whatſoever, for or concerning the procuring and obtaining of this *eccleſiaſtical* dignity, place, preferment, office, or living, nor will at any time hereafter perform or ſatisfy any ſuch kind of payment, contract, or promiſe made by any other without my knowledge or conſent: ſo help me God through Jeſus Chriſt." There is nothing in the oath can affect the preſent queſtion, but the word *promiſe*, and you accordingly lay your chief ſtreſs upon it; ſaying after *Gibſon*, as quoted in *Burn*, " This oath whether interpreted by the plain tenor of it, or according to the language of former oaths, or the notions of the *catholic church* concerning ſimony, is againſt all promiſes whatſoever."

Will you or Mr. H — abide by every thing that Gibſon hath ſaid, or to all that is in Burn's Eccleſiaſtical Law? If not, why cull out a particular paſſage for, and omit a thouſand againſt you?

Or

Or how came you to follow an author ſo implicitly as to renounce not only reaſon but grammar? Can any thing be more demonſtrable, than that the adjective *ſimoniacal*, belongs to the words *contract* and *promiſe* as well as to payment. "I have made no ſimoniacal or pecuniary payment, no ſimoniacal or pecuniary contract, no ſimoniacal or pecuniary promiſe," this is the plain tenor of the oath, and this interpretation alone, is conſiſtent with grammar and common ſenſe, and with the notions of ten thouſand conſcientious clergymen: this interpretation is alſo according to the language of all other oaths, and proved and confirmed by the language of another ſentence in the very oath before us. You ſay, p. 41, "the oath is againſt *all promiſes whatſoever*, and therefore if Mr. H — took the living upon ANY PROMISE OF WHAT KIND SOEVER, either made by himſelf, or any other to his knowledge, he was guilty of perjury." Conſequently you read the oath thus: "I have made no ſimoniacal payment [*nor any*] contract or promiſe [*whatſoever*] directly or indirectly, —— for or concerning the procuring or obtaining of this eccleſiaſtical dignity, [*or any*] place, preferment, office, or living [*whatſoever*]." So 'tis unlawful then by this oath, to contract, promiſe, or pay for *any place*, preferment, office, or living whatſoever. *Monſtrum horrendum!* You ſay ſtop, the oath plainly intends, *only eccleſiaſtical places*, eccleſiaſtical preferments, eccleſiaſtical offices, and eccleſiaſtical livings. But why Sir, ſhould not ſimoniacal then belong alſo to contract and promiſe, as well as to payment? Can you aſſign reaſon and rules for the limitation in one place, and not in the other, of the *very ſame* oath: or can you think, that if the oath was levelled at all contracts and promiſes of whatever kind, it would not have been otherwiſe expreſſed? The plain truth

truth is, if you had annexed ſimoniacal to contract and promiſe, you ſaw, your anſwer would have been leſs by one half, your grand battery of defence would have been deſtroyed, and yourſelf left naked to the mercy of K — and the public.

Again Sir, remark the concluſion of the oath, "nor will I hereafter perform or ſatisfy any SUCH KIND of payment, contract or promiſe." Is ſuch kind, all and every kind whatſoever? *Abſurd!* This phraſe was ſufficient to have convinced you of your error, and ſhould have prevented ſo poſitive and groundleſs an aſſertion in public; for it infallibly refers only to the ſimoniacal payment, the pecuniary contract and promiſe with which the oath began.

Beſides you know it is queried, whether the whole oath againſt ſimony be not aboliſhed with the oath *ex officio*, and though it hath been anſwered, that a man might as well query the oaths of allegiance and ſupremacy; yet *Burn* ſays, vol. 3, p. 327, "that this reaſon of itſelf may not be ſufficient, for the oaths of allegiance and ſupremacy are injoined by ſtatutes ſubſequent to that which aboliſheth the oath ex officio." And facing the above quotation you made from him, you muſt ſee the caſe of K. and Lewis, M. 4 G. an information was moved for againſt a clergyman, for perjury at his admiſſion to a living, on an affidavit that the preſentation was ſimoniacal: but the court refuſed to grant it, till he had been convicted of the ſimony. Str. 70.

But I do not lay any ſtreſs upon this, as there is ſcarce a lawyer or clergyman in the kingdom, but will join with me in the explanation of the oath; and I am ſtrongly tempted to think, you alſo would have been on my ſide, that the word *promiſe* refers properly and only to *money*, or ſomething *pecuniary*, which is ſimoniacal in the eye of the law; but that

Gibſon's *all promiſes of what kind ſoever*, admirably ſuited your advice and conduct in the preſent caſe, and was an excellent blind to ſcreen it. And that my ſenſe of the oath is right, and according to law as well as grammar, reaſon and the nature of all other oaths, will appear yet plainer. If the oath is againſt *all promiſes whatſoever*, to be ſure you are right, in ſaying, "A promiſe of reſignation would have involved H — both in ſimony and perjury. But either you knew not the law, or have very inaccurately expreſſed yourſelf: is a *promiſe of reſignation* interdicted by the oath, or hath the oath any reference to ſuch a promiſe? NO. And what can be plainer? If a *promiſe* of reſignation be illegal and ſimoniacal, ſurely *bonds* of reſignation muſt be of the ſame deteſtable nature: but is this the caſe? You grant p. 42. that "general bonds of reſignation have been held to be valid, and that reſignations have been common, and in ſome caſes lawful." But why ſo afraid to ſpeak out? Since you preſently add, "yet no man can take a living on a bond, to reſign *in favour of a purchaſer*, without perjury: Sir, you well know theſe lines:

ABOVE;

There is no *ſhuffling*; there the action lies
In its true nature, and we ourſelves compell'd
Ev'n to the teeth and forehead of our faults,
To give in evidence.

In favour of a purchaſer, is a favourite phraſe of yours, it occurs often in your anſwer; from which, one would ſuſpect 'twas deſigned it ſhould be particularly noticed and remarked by the reader: but you muſt know the form of a general bond of reſignation: and conſequently that there is not, and never was any ſuch condition

tion in it; or why ſhould this condition *in favour of a purchaſer* be in the bond of H — more than in any other perſon's. I will beg indulgence to inſert the form of a general bond of reſignation, many of which I doubt not are given every year.

Know all men by theſe preſents, that we A. B. *of — in the county of — clerk, and* C. D. *of— in the county of — gentleman, are held and firmly bound to* E. F. *of — in the county of — eſquire, in the ſum of — of good and lawful money of Great Britain, to be paid to the ſaid* E. F. *or to his certain attorney, his executors, adminiſtrators, aſſigns: for the true payment whereof, we bind ourſelves and each of us, jointly and ſeverally, and each and every of our joint and ſeveral heirs, executors and adminiſtrators, firmly by theſe preſents. Sealed with our ſeals, and dated this —— day of —— in the —— year of the reign of our ſovereign Lord George the third of Great Britain, France, and Ireland, king, defender of the faith, and ſo forth, and in the year of our Lord one thouſand ſeven hundred and ſixty three.*

Whereas the above-named E. F. *is ſeiſed of or intitled to the advowſon, nomination, right of patronage and preſentation of the vicarage* (or *rectory*) *of the pariſh church of* G. *in the county of —— and dioceſe of —— which is now become vacant, and whereas the ſaid* E. F. *hath preſented, nominated, and appointed the above-bound* A. B. *to ſupply the ſaid vacancy, and to be vicar of the ſaid vicarage and pariſh church of* G. *in order for him the ſaid* A. B. *to be inſtituted and inducted thereto by the proper ordinary; and whereas the ſaid* A. B. *hath agreed to* RESIGN *and deliver up the ſaid vicarage and pariſh church of* G. *into the hands of the proper ordinary, upon the* REQUEST *of the ſaid* E. F. *his heirs,*

heirs, executors, adminiſtrators or aſſigns, or upon NOTICE IN WRITING *given to him or left for him for that purpoſe, at the vicarage houſe of the ſaid vicarage, by the ſaid* E. F. *his heirs, executors, adminiſtrators or aſſigns, ſo that thereby the ſaid vicarage and pariſh church may become vacant, and the ſaid* E. F. *his heirs, executors, adminiſtrators or aſſigns, patrons of the ſaid church, may preſent anew: now the condition of the above-written obligation is ſuch, that if the above-bound* A. B. *do and ſhall upon the requeſt of the ſaid* E. F. *his heirs, executors, adminiſtrators or aſſigns, or upon notice in writing given to him the ſaid* A. B. *or left for him for that purpoſe at the vicarage houſe of the ſaid vicarage by the ſaid* E. F. *his heirs, executors, adminiſtrators or aſſigns, abſolutely reſign and deliver up the ſaid vicarage and pariſh church of* G. *aforeſaid, with its appurtenances, into the hands of the proper ordinary, or guardian of the ſpiritualities for the time being* ABSOLUTELY TO ACCEPT *of ſuch reſignation of the ſaid vicarage and pariſh church of* G. *whereby the ſaid vicarage and pariſh church of* G. *may become vacant, and the ſaid* E. F. *his heirs, executors, adminiſtrators or aſſigns, patrons of the ſaid church, may preſent anew to the ſaid vicarage and pariſh church, diſcharged of all charges and incumbrances done or ſuffered by the ſaid* A. B. *and alſo if the ſaid* A. B. *do not, or ſhall not commit or ſuffer, or cauſe to be committed, any waſte or dilapidations, upon the houſes, lands, tenements, or hereditaments belonging to the ſaid vicarage, during the time he ſhall be ſo vicar of the ſaid vicarage and pariſh church; then this obligation to be void, otherwiſe to be and remain in full force and virtue.*

Signed, ſealed and delivered (the paper having been firſt duly ſtamped) in the preſence of us A. B.
C. D.
H. I.
K. L.

You

You obſerve the agreement is, for the clerk preſented to reſign and deliver up the vicarage and pariſh church of A —, upon the bare requeſt of the patron, or his executors; and even upon notice in writing given him, or left for him for that purpoſe at the vicarage houſe, ſo that the ſaid living may become vacant, and the patron of it may preſent anew to it, diſcharged of all charges and incumbrances done or ſuffered by the reſigner. Pray is not this a *promiſe*, and that ſigned and witneſſed, enforced with an obligation of paying a conſiderable ſum, if not performed? Shall I aſk, how you could forget yourſelf ſo much, as to publiſh in the face of the world, and of the laws of your countrywhich have eſtabliſhed theſe bonds, p. xiii. " that for a patron to preſent to a living, and for a clerk to accept one, upon account of *any promiſe* directly or indirectly, it is *ſimoniacal.*"

If this is your real opinion, Mr. K — is greatly to be pitied in being recommended for advice to ſuch a lawyer, ſuch a-counſellor: to one who declares that a *promiſe* directly or indirectly, to reſign, or a ſecret intention ſo to do, is illegal and ſimoniacal; and yet, the laws of the land expreſly allow even *bonds* ro reſign upon notice, at the will of the patron, and the defaulters have been puniſhed.

Your oracle *Burn*, v. 3. p. 331, declares, " theſe bonds have been allowed both in law and equity; thus in the caſe of Peele and the earl of Carliſle, M. 6 G. in the King's-bench, in an action of debt upon a bond conditioned to reſign a benefice, the court refuſed to let the defendants counſel argue againſt the validity of ſuch bonds, they having been *ſo often eſtabliſhed* in a court of equity; and that alſo, where the condition is *general*, and not barely to reſign to a particular perſon." If you will have another evidence, call SHAW, his *Pariſh-law*

will

will furniſh you with ſeveral inſtances in point. In the caſe of *Heſket* and *Grey* mentioned by you, p. 41, as you ſaw, ſo you ſhould not have concealed the opinion of the judges upon bonds of reſignation. Did not chief juſtice Ryder deliver as the reſolution of the court, "as to the point whether a general bond of reſignation is good, WE ARE ALL OF OPINION IT IS, it was determined in the caſe of lord Carliſle and Peele;" and no corruption then appearing, *judgment was given for the patron:* you know alſo, that if the patron had not afterwards publicly advertiſed the living for ſale, and avowed that he both aſked and expected a greater price for it, as he could compel an immediate reſignation; the biſhops not accepting the reſignation, would not have exempted the clergyman from paying the full penalty of his bond: but the patron's corruption appearing ſo flagrantly, induced lord *Hardwicke* to grant an injunction to reſtrain the patron from proceeding further on the bond.

But whatever be the caſe, where corruption appears; as to general promiſes and bonds of reſignation, I hope by this time your are convinced they neither of them are ſimoniacal: if they are, the laws now encourage, and ſome of the ableſt judges have defended this execrable and deteſtable ſin. As to the ſtatutes of 31 Eliz. c. 6. and 12 Ann, ſtat. 2. c. 12. The laſt might have been ſpared, for *Burn* told you immediately after your quotation of it from him; "this ſtatute hath been underſtood as *only prohibiting clergymen from purchaſing livings for themſelves*; and the intention thereof (if that was its ſole intention) may be eaſily fruſtrated by employing others to purchaſe for them," v. 3. p. 338. If the preſent caſe hath any reference to the ſtatute 31 Eliz. it muſt be THUS: K — himſelf hath avowed that his views in preſenting

ſenting H —, were for ſome reward or benefit, and the fact is ſupported alſo with your own evidence, "K —'s whole plan was ſimoniacal," and you ſay, p. 44. I have no doubt but that he had *from the firſt* a ſecret deſign of getting a *valuable conſideration* ſome how or other from me, aye, and from H — too. Well, we grant "K — did preſent" H — with ſome kind of promiſe, or other aſſurance of profit or benefit, or at leaſt did give and beſtow the living for or in reſpect of ſome ſuch corrupt cauſe or conſideration: and it was impoſſible for you and H — to conjecture otherwiſe; as from your ſeveral converſations with him before he beſtowed the living, you well knew he had "fixed on this advowſon for paying his debts, and to aſſiſt in repairing his fortunes," (though by the way he had paid 700*l.* for two ſhares of it) you knew what he had juſt before been offered for it; you knew that tho' preſentation was ſo near a lapſe, he might ſtill have got a conſiderable ſum for the advowſon, from the attorney that had treated with him; you knew that he muſt be an idiot or a lunatic to leave himſelf and family to ſtarve, for the ſake of a mere ſtranger; you knew alſo from a letter he ſent the ſunday before the preſentation, that he expected and muſt expect ſomething, elſe why ſhould he therein expreſs himſelf with ſuch thankfulneſs to God, for the friends he had raiſed him up in you and H — (*publiſh that letter*, and the world will ſee he had ſome aſſurance from you, or that you muſt certainly judge him to think ſo; and if he was miſtaken, why did you not undeceive him in time, and prevent his blindly falling into the pit, from whence probably in this life there is no redemption.) Now as it is ſelf evident that K — did preſent H — with ſome kind of aſſurance, or at leaſt from a corrupt cauſe or conſideration, the

preſentation may be argued to be void from this act 31 Eliz. and as he himſelf is to forfeit the double value of a year's profit of the living, ſo H — admiſſion is of no effect in law; and if he will not reſign, the king may turn him out, adjudging him a diſabled perſon in law to have or enjoy the ſame. *Burn* obſerves, v. iii. p. 335, "that a perſon *ſimoniacally promoted* (which if K — had ſuch views, as both he and you avow in print, you muſt acknowledge H — is, ſuch an one) though not privy to the ſimony, is deprivable by reaſon of the corruption of the other party, the church is become void by the ſimony, though the preſentee or clerk be not privy to it." Yea, p. 331, he ſays, "ſimony may be committed, and yet neither the patron nor incumbent privy to it; the parſon of St. Clement's was ouſted by reaſon that a friend had given money to a page of the earl of *Exeter*'s to endeavour to procure the preſentation, and neither the earl nor the parſon knew any thing of it." Is not here a juſt cauſe for your friend to reſign? SIMONIACALLY PROMOTED, and liable to a juſt deprivation every day!

Bonds of reſignation we have proved legal, free both of the letter and ſpirit of what is *now* called ſimony: and your readers will remark there is no ſuch clauſe in the bond, "to take the living for a limited time" any more than "to reſign it in favour of a purchaſer." If H— had given a general bond of reſignation, he would have taken the living during the will of the patron, but at his requeſt whenever ſignified either by lip or letter, he muſt have reſigned. This is law and equity, and this, to have been a *faithful counſellor* to K —, and *a genuine friend* to the reverend gentleman, that recommended him to you, you ſhould have told them: inſtead of that, after your reading the oath,

and

and Mr. B—r's ſaying, "thoſe are ſtrong words," you thus ſpoke, p. 4. "Now, Sir, do you think it poſſible for any honeſt conſcientious miniſter, to take a living under *any agreement or promiſe whatever*, directly or indirectly. If you find any man baſe enough to do it, that man will be guilty of black perjury." This addreſs, yourſelf being judge, is either contrary to law, or very inaccurate, or very artful, and it grieves me to be forced to add, that it is demonſtrable from firſt to laſt of the affair, there was no regard to the intereſt of the man in diſtreſs, or to his family and creditors, but only to the intereſt and emolument of your own friend and dependant.

Can you ſay, that taking a living upon agreement to reſign at the will of the patron, is a corrupt contract? Can you ſay, that taking a living for an unlimited time, with a purpoſe or a bond to reſign on demand of the patron, is inconſiſtent either with the oath, or with the laws of the land, or the ſtatutes of heaven? Or have you the *inward thought*, that every clergyman is perjured that thus takes a living? H—— you ſee might have been preſented, and inducted, and have given a legal bond of reſignation, without taking the living for a limited time, but you will ſay, "taking it to reſign at the patron's pleaſure, is taking it for a limited time compared with *out and out*." What then? "Why all clergymen who give theſe bonds of reſignation take their livings for a limited time." Go on, "*Ergo*, all ſuch are perjured, if they reſign agreeable to their legal promiſes and bonds." But rather, are not all the men who refuſe it eſteemed as *rogues* by their brethren, and regarded as *covenant breakers*. Beſides, do ſome of the laws of the land encourage clergymen to give bonds of reſignation, and puniſh the faithleſs; and other laws make it perjury to fulfil them? Or doth the

oath which the reſigner muſt take, counteract the ſtatute law?

The oath is, "I A. B. for certain *juſt and lawful cauſes* me hereunto eſpecially moving, without compulſion, fraud, or deceit do *purely*, *ſimply*, and *abſolutely* reſign and give up my ſaid rectory and pariſh church of A — ."

Suffer me to aſk, whether Mr. H could not have ſworn a month after his induction, and cannot he *now* as conſcientiouſly ſwear, that the cauſes of his reſignation are juſt and lawful, as well without giving a bond as though he had given one; or as conſcientiouſly as all thoſe that do give bonds? So far is the cauſe of his reſignation from being unlawful and ſimoniacal, he cannot have one more juſt and lawful. What cauſe *more divine*, than the reſtoring to a man his living, of which I a perfect ſtranger to him, have gotten poſſeſſion by the advice of ignorant or cunning friends, or through the inadvertence, miſapprehenſion, or lunacy of the proprietor; and by my poſſeſſion of which, his eſtate is ſo ſunk, that many families of his creditors are greatly injured, and his own family periſhing by inches.

Should a neighbour or ſtranger, or a profeſſed enemy come to me, and offer ſo much of his eſtate GRATIS out and out, which would render the remainder unſaleable or little worth, and yet the ſale of it I know is all his ſupport, the only let to his body's being thrown into priſon and his family's being conſigned to a workhouſe; and he tells me at the ſame time, he had been offered for it a day or two before 1100*l.* and could even then get a 1000*l.* muſt I not naturally conſider him either as an ideot or a lunatic? And what an upright tender conſcience muſt I have to accept his offer? This brings to my remembrance the paraphraſe of a letter, ſaid to be written by

a clergyman, (famed for great ſenſibility and piety) to his patron: you will excuſe the poetry for the ſake of the ſentiment.

'Tis true, your living I poſſeſs,
And you are plung'd in deep diſtreſs;
I've got your all, your all for life,
I've ruin'd you, children, and wife;
Depriv'd your innocents of bread,
By ſtarving them I'm highly fed.
All I enjoy, I have from you;
I own it, Sir, I own it true.
At this ſome perſons are offended,
Alledging it was firſt intended
That you ſhould have a recompence;
I pity ſuch their want of ſenſe!
Inducted, now their threats I ſcorn;
I will not pay a pepper corn.
'Twere ſimony! a crime ſo high
'Bove all the reſt of deepeſt dye.
To buy a benefice or ſell,
Deſerves a place in hotteſt hell.
Then let my patron ſtarve or rot,
To me, you know, it matters not.
Let him, O Lord! poſſeſs the faith,
And then (as ſcripture rightly ſaith)
Tho' he of ſuſtenance hath need,
If rich in grace, he's rich indeed.
His earthly wealth to me is giv'n,
But his reward will be in heav'n.

This is *black work* indeed! full as black as *ſwearing through thick and thin*, as a clergyman of a certain ſtamp obſerved, p. xv. but one word as to the unlawfulneſs of reſignation: if out of regard to H— now ſimoniacally promoted by K— if from ſympathy for the diſtreſſed patron, or if from zeal for pure religion, another patron ſhould

collate H — to a living of 300*l.* per ann. and your friend could not get a diſpenſation to hold both; would he not then reſign A —? VERILY! But is promotion to a better living, a more juſt and lawful cauſe for his reſignation, than what hath been juſt mentioned? Or would there be any more fraud or deceit in reſigning, than in now keeping A — contrary to the patron's, if not his own declared views in the preſentation, and to the ruin of an innocent family, and to the hurt of many others? Can he not as purely, ſimply, and abſolutely reſign and give up the rectory and pariſh church of A — when he hath no other benefice in proſpect, as when he may have? I think *more purely and ſimply.*

But here we appear alſo to differ, for according to you, p. 45, however other clerks reſign livings, "there is an impoſſibility for Mr. H — to reſign, for the living muſt be reſigned upon *oath.*" So that here is impoſſibility and perjury in the way: but why is reſignation leſs poſſible to H — than to others, or how can he be more perjured than all other reſigners? Your anſwer is, p. xv. "he knows his reſignation will ſerve the purpoſe of an indirect ſale of the void preſentation."

It is but juſtice to inform the readers of your and K—'s narratives, that you are right in ſaying Mr. H— could not legally take the living at firſt to ſerve the purpoſe of a ſale of the preſentation; nor can he now reſign, if the patron hath informed him, as ſoon as he reſigns he ſhall ſell the preſentation to another, and therefore requires his turning out; becauſe (as we ſhall ſoon ſee), void preſentations to livings are unſaleable and forbidden. To reſign on purpoſe that K— may ſell, and merely for a purchaſer to enter and take poſſeſſion, would be reſigning for an unjuſt unlawful

lawful cauſe, and ſuch a clergyman would be perjured. But here a queſtion or two may be put. Did you and H— know aſſuredly (as p. 3.) "that K— wanted H— to take the living to prevent the lapſe, and to reſign it, when K—ſhould have completed his intention in regard to a purchaſer, and ſo avail himſelf of the ſale of the advowſon with an immediate preſentation?" how came you then to ſuffer your friend to be preſented at all? and why had you not told K— before the induction, that there could not poſſibly be any reſignation, for if it was required, or even offered to be made freely, you and H— ſhould always fear, he would avail himſelf and make a bad uſe of it; or as you well knew the tenor of the oath at reſignation, and that H— could never ſwear for *juſt and lawful cauſes* hereunto moving, by reaſon of the declared corruption of the patron; how came you not to adviſe K— of the impoſſibility of a reſignation? ſurely if you knew ſuch was the oath, and ſuch the venality of the patron, there would be an impoſſibility of a conſcientious man's reſigning, ought you not to have warned K— in time? or, knowing his circumſtances, how could you conſcientiouſly exchange a ſentence with him on behalf of your aſſiſtant's preſentation? but, as H— hath it now in his power to prevent the patron's ever being guilty of ſimony; ſo, is it not equally in K—'s power to prevent his ever reſigning, though for a living of 1000 *l. per annum*, or for any other conſideration? ſuppoſe he ſhould write to the biſhop his determination to ſell the preſentation, as ſoon as H— reſigns; or adverti ſe publicly for that purpoſe; or openly declare to H—that he hath a purchaſer immediately to be inducted on his leaving it; why, how can the one accept H—'s reſignation, any more than did the biſhop in the caſe of Heſket and Grey, or muſt

not H— conſcience be as much and as faſt bound then, as you repreſent it is now?

But in another point of view, why ſhould H— enter into his patron's intentions and motives any more than do other reſigners? or, why ſhould your judgment and conſcience be the rule and guide either of H—or K—s? are you infallible and perfect already? or let the patron do what he will with his living, what is that to you or H— after you are clear of it.

You may refer me by way of anſwer to the ſpeech of a caſuiſtical prieſt and counſellor in paſt days, who thus addreſſed the paſſions of his hearers. "Is it not lawful, is it not the duty of every faithful chriſtian to take poiſon from a man that intends to ſwallow it, or a ſword from the hands of an idiot or a lunatic about to uſe it to his neighbour's hurt? how much more then is it his duty to take *that*, which will infallibly deſtroy two if not many more precious and immortal ſouls? who then can cenſure, who but muſt applaud me, in preventing a patron's being guilty of *ſimony*, to which his carnal mind and his diſtreſs would neceſſarily have prompted him; by which alſo I prevent any of my brethren of the clergy's being concerned in *black work*, to which alas too many are by nature prone; and that none may have an opportunity, or the bare temptation of *ſwearing through thick and thin*, you ſee it is my indiſpenſible duty to keep the living whatever be the conſequence, till it is ſaid over me earth to earth, corruption to corruption."

It is commendable, Sir, I grant, to prevent a man's doing miſchief to his own body or ſoul, or to his neighbours; yet though I would pay great deference to the abilities and caſuiſtry of a perſon filling two ſuch exalted offices; there is ſomething within ſuggeſts, that it is not *juſt* and *lawful* to apply

apply that to my own benefit which I take from fools or madmen; and that I cannot with any juſtice claim a propriety, no not in the ſword or the poiſon; nor can I bring myſelf to think, that taking from another even for a holy uſe will ſanctify or palliate the deed: God doth not require us to ſave the ſoul of any man againſt his will; and I know of no precept in the ſacred oracles as "rob the laity to cloath the clergy." Should there be ever ſo many precedents among men quoted for it, againſt me, yet I hear you ſay, the action is illegal, ſinful, execrable before God; and to do it under the maſk of piety, or with a pretence of compaſſion either to the ſoul of the patron or of the preſentee, or of the pariſhioners, is an horrible aggravation of the ſin, a *crime of all others*, one would wiſh puniſhable by the judge.

Whatever you may think of the impoſſibility of H — reſigning, or that if he doth, he will be guilty both of ſimony and perjury, and *turn out like a rogue*; an expreſſion you uſed to two gentlemen who wanted to compromiſe the affair before made public; H — himſelf is otherwiſe minded: though you ſay p. 45. "that Mr. H—declares he never ſaid he would reſign the living if he could light of a better, or any ſuch expreſſion." Yet it can be fully proved that but a few months ſince he declared, "He would reſign immediately if his friends gave him leave," who theſe friends are that withſtand his INWARD CONVICTIONS, and make his mind like a troubled ſea, your pamphlet informs us: but I know ſome of your and his zealous friends, who think that *he can reſign* without incurring the leaſt guilt, or any more than is already contracted; who wiſh him to do ſo, and are convinced it is his duty. You have offered but *one reaſon* againſt your friends reſigning, and that is, he may be ſucceeded by a corrupt purchaſer

purchaſer; ſo you enter into the ſecret thoughts of the patron, and make your conſcience and fears the rule of his conduct; I know but of one reaſon more to ſtrengthen your plea againſt his reſignation, and that is *Mr. H — muſt return again under your roof*: but have you conſidered the reaſons which offer to prove the lawfulneſs, neceſſity and duty of his immediately quitting A — ſimoniacally promoted through the corrupt views of his patron; liable in conſequence to a juſt and abſolute deprivation every day; reſtoring a living which he got and keeps contrary to his patron's profeſſed intentions, and declarations; ſaving his benefactor's family from abject miſery, and enabling him to do juſtice to his neighbours, (for though the preſentation cannot be ſold, an hundred men may be preſented *out and out* in his room, which will immediately make the advowſon worth ſome hundred pounds more than it is with H — s life on it: by reſignation he may convince the public he had no ſiniſter views in his treaty with K—; and will manifeſt alſo his truſt in divine providence: add to theſe reaſons, A — is now an unpleaſant ſituation to him; he long ago complained of inſults and mobs, of being reproached and forſaken; his art and ſkill to caſt the net on the right ſide of the ſhip will now avail little; unleſs the people believe in and eſteem him, there can be no hopes of ſucceſs in his work; and he muſt be fully ſenſible that he can preach the goſpel at the *lock chapel*, or even at any other place in the kingdom with greater proſpect of acceptance, comfort and uſefulneſs, than in his preſent ſolitary tabernacle.

There is no reaſon to fear that the biſhop will not accept his reſignation, for you ſee he hath ſuch good motives to offer, as cannot but be approved by his ſuperior. the reaſon why reſignation

tion hath been not accepted, Burn tells you, v. iii. p. 299. are " quitting the cure of ſouls for money, or to live idly, or the like:" as H — is proof againſt the firſt, ſo you may effectually prevent his living idly, by replacing him in " *ſtatu quo.*"

As the chriſtian miniſter of all men ſhould not be greedy of filthy lucre, ſo he ſhould ſacrifice friends and all things, chuſing rather to ſuffer hardſhips and afflictions, than wound his conſcience, or loſe the good report of the church of God, or even of them that are without. Can a man pleaſer (in the preſent connection) be the ſervant of God? or ſhould Mr. H — think of abiding in, and dwelling at A —, if he ever preacheth on " do to others as ye would that men would do to you," or on the duties of ſelf denial, mortification, juſtice, charity, truſt in God, or dependence on his providence, if he can do it with propriety, it muſt be with little energy, and from the prejudices of mankind, I fear with leſs ſucceſs.

As I have remarked on one or two of your favourite phraſes, you will excuſe my taking notice of another " *ſale of the void preſentation:*" doth not this look like ſkulking behind ambiguities and throwing duſt in the readers eyes? did K— want to ſell the void preſentation? wanted he to ſell any more or leſs, than what he had an unqueſtionable right to ſell, *the* PERPETUAL ADVOWSON? you ſay, " that a vacant living cannot be ſold, and that this *every lawyer* will ſay:" how came then a lawyer to treat with another lawyer and with the patron, for this vacant living? and reconcile this your aſſertion, and another, " that the advowſon always includes the right of preſentation," with a paſſage or two from your own favourite author *Gibſon.* " In caſe of a patrons becoming bankrupt, the commiſſioners may ſell the advowſon; but if the *church be void at the time of*

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the ſale, the vendee (or purchaſer) ſhall not preſent to the void turn, but the bankrupt himſelf, becauſe the void turn of a church is not valuable, *Gibs* 794. *Burn* v. 1. p. 123. thus again, v. 1. p. 10. "where the right of granting is abſolute and indiſputable, however the *inheritance of the advowſon may be granted* (or ſold) *when the church is void*, the void turn itſelf (being a mere ſpi itual thing and annexed to the perſon of the patron) is not grantable: it is then (as the law books ſpeak) a thing in power and authority, a thing in action and effect, the *execution* of the advowſon, and not the advowſon; this is the doctrine and language of all the books *Gibs* 758 *Wats* c. 10. And preſently it is added, that the right of preſenting to the next avoidance, and even the inheritance of an advowſon may be deviſed to any perſon by laſt will and teſtament.

From theſe paſſages, it may now appear clear to you and to all others, that advowſons deſcend from father to ſon, and which may be deviſed by will, or ſold for money out and out, whenever the proprietor chuſes, as well when the church is void, as when it is full: they are a temporal eſtate, but the void turn itſelf being a mere ſpiritual thing is not ſaleable. You aſk, p. 38. did Mr. K— want to ſell the perpetual advowſon without the *void preſentation?* ſuppoſe I ſhould anſwer, he wanted to ſell the perpetual advowſon; this you know was legal, and free from all that is called ſimony: if you could not have helped him to a purchaſer of it, you ſhould have told him ſo, and not (through a deſire of ſerving your needy aſſiſtant, inſtead of the diſtreſſed patron) have ſo quibbled with him as appears by your own account, p. 2. "I told him, I did not underſtand how he could bargain about a *void preſentation*; for by the laws of the land a void preſentation cannot be ſold, it is ſimoniacal

niacal." Should you not rather have told him, the laws of the land are againſt ſelling void preſentations, but you can bargain for and ſell the advowſon, and preſent to the living: and as you had a particlar friend, deſtitute of a living, whoſe maintenance was an expence to you, and who was ſure of preaching the pure goſpel wherever fixed and of diffuſing its ſavor through the whole neighbourhood, the advowſon was more valuable to you on theſe accounts, than to moſt others in the kingdom. You cannot ſay there would have been any thing illegal or ſimoniacal in *your* purchaſing the perpetual advowſon, or in K— ſelling it, and then preſenting H— out and out to the void turn; hereby your friend would not have been ſimoniacally promoted, he would have got into his living with a clear conſcience, have with honor inſtead of a bluſh publiſhed himſelf in the title pages of his evangelical writings *rector of* A—, and might have kept his rectory for the term of life, free from a worm within, and from clamors and noiſe without, at leaſt on this account.

Having broken down the partition wall that was raiſed to obſtruct the ſight of the public, and removed your duſt; having proved that an advowſon is not unalienable, nor a ſpiritual thing, and that K — had a legal and divine right to ſell it to the beſt bidder; having proved that there is nothing illegal and ſimoniacal either in giving or taking *general bonds* much leſs *promiſes of reſignation*; and having ſhown you, that H — hath now *juſt* and *lawful* cauſes to reſign, and may conſiſtent both with the oath, and his own conſcience *purely* and *abſolutely* reſign, and that you or any other perſon according to the laws both of God and the land, might have bought the living.

I proceed to take ſome brief notice of your behaviour in the affair; you will excuſe my brevity,

brevity, becauſe your own copious narrative ſtripped of the high-ſounding and miſapplied or inaccurate phraſes, is ſufficient to decide betwixt you and K —.

You juſtly obſerve, " that for ſome years he hath been a needy man, and his creditors many, and that he borrowed the greateſt part of the money (700*l.*) with which he purchaſed the ſhares of the other ſiſters: " the greater improbability then of his " wanting *only* to ſell the void preſentation" as you would have the world believe; and the more unlikely was he to give the vacant living to H— *out and out*. A very ſtrange creature muſt you ſupoſe Mr. K — to be, in his circumſtances of which you were previouſly informed, to give to a perfect ſtranger a living for life, *value* 135*l. per annum*, which rendered his advowſon little worth, that could legally and righteouſly have been diſpoſed of, to the payment of his debts, and for the preſervation of himſelf and family from miſery.

K — being diſappointed in a treaty for the advowſon, and the void preſentation being near a lapſe, told a friend of his caſe, who recommended him to Mr. E —. On this you ſay p. xi. note, " that K — was not ſo ignorant as he pretended of the *impoſſibility* of a conſcientious man's taking the living with a view of reſigning it." You ſhould have informed the public at the ſame time that the conſcientious miniſter of your acquaintance was not ſo certain of the impoſſibility, as he is here repreſented: I hope he was *open and generous enough* to acquaint you with all that paſſed, though you have not in communicating it; inſtead of ſaying at once, " he wouldhave nothing to do with the living upon any ſuch terms," he deſired *two days* to conſider of the propoſal, and to adviſe with friends upon it: whether the ſuſpicion

picion be true that Mr E — fled to you for counſel in this intricate affair, and ſo you were not ignorant, but the better prepared for the ſubſequent interview, depends on your ingenuity and generoſity to acquaint us. However, till the next day was granted your friend Mr. E —, and this inſtead of helping, injured the patron, as more of his little time was loſt, but to Mr. E —'s honour he took no other advantage of K —'s ignorance and diſtreſs. Nay, Sir, H — himſelf by your own account, was as ignorant as E — of the nature and ſin of ſimony; you ſay, p. 5. " his propoſal appeared to me to be abſurd, the tranſaction would even if the biſhop had ſuffered it, be notwithſtanding ſimoniacal." Well then might the patron's ignorance be excuſed by you, as he was a *proteſtant diſſenter*, the weakneſs of whoſe heads † in general you and others of your high claſs have well known for years.

After obſerving, that it is very ſtrange the body of clergy in general, (and even ſome of your own ſtamp particularly the reverend Mr. W—d) ſhould have ſuch different views of the affair from yourſelf, which you know to be FACT, and who have conſciences to accuſe and excuſe equally with other men: I proceed to the patron's application to you at the lock chapel. The reverend Mr. B — who accompanied him, might as you obſerve p. xvi. be ignorant (in ſome meaſure) of the ſeveral laws oaths and canons relating to ſimony; and without doubt, he is ſtill ignorant of any, the leaſt connection between what you call ſimony and the ſin of Simon Magus; and I will do that gentleman the juſtice to ſay, (from his general character and a perſonal knowledge of him) that if he had known K — would have received ſuch treatment

† A phraſe uſed by the Reverend Mr. M — at the lock chapel, in a ſermon on " Fight the good fight of faith."

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from you and H—, he would no more have brought him to you for advice, than he would have wiſhed him to have been guilty of *ſuicide*, under the notion of putting an end to his anxiety and ſorrows; or than have recommended him to the ſafeſt and moſt expeditious way of his doing ſo unlawful an act. Whether Mr. B— was with you and K— in the chapel or not, is very immaterial; (unleſs to aſcertain which of the two hath the beſt memory, or the moſt regard to truth) as you both agree that Mr. B— opened the affair to you, and that your were by one and the other well acquainted with the patron's ſituation.

Now, Sir, did you fulfil your promiſe to your reverend acquaintance "*I ſhall be very glad to aſſiſt any friend of yours with the beſt advice in my power.*" Obſerve, he came not to you with his diſtreſſed friend, for your advice how to ſell the void preſentation, (that is an artful miſrepreſentation) nor for you to chuſe or recommend a perſon for him to preſent. We have your own evidence, p. 1, that Mr. B— ſaid, "the gentleman hath got a living to diſpoſe of in the country, and is in a great deal of trouble about it, as it is near a lapſe." The living he had to diſpoſe of was the *perpetual advowſon*, not the void preſentation, and ſo you muſt have underſtood him from his own addreſs related by you, p. 2. "I am patron of a living in N— I have been in treaty about the ſale of it with ſome people who have uſed me very ill; they have drawn me on to this time, and now are off from their bargain; they were to have given me for it 1100*l.*" By the money he ſaid had been offered him for the living, you could not but underſtand him as ſpeaking of the advowſon, and you knew his trouble was not, leſt he ſhould get no body to accept the void preſentation to a living *value* 135*l.* per ann. gratis; but leſt he ſhould

nor

not be able to pay his debts, diſcharge his executorſhip, and ſave his family from ſtarving by the ſale of his advowſon, before the lapſe of the preſentation. As you knew all this, how did you fulfil your promiſe to your reverend brother, and diſplay your compaſſion to his troubled friend? You firſt perſuaded the patron (with what propriety we have already ſeen) that the laws both civil and eccleſiaſtical were againſt the *ſale of the living*," he underſtanding by the term, ADVOWSON, you meaning, PRESENTATION only; then telling him " he had no reſource but to preſent ſomebody to the living, or that it muſt lapſe to the biſhop," you propoſed your aſſiſtant H — with this high character, " a better man I cannot recommend to you, who is *now* in the veſtry." p. 3. I join with you in thinking, that a *better man* could not be recommended for ſaving an expenſive charge to yourſelf, and for defeating the deſign of your reverend friend Mr. B — and for making the advowſon worth to his friend as little as poſſible.

If as an extraordinary righteous clergyman, you would not interfere in the ſale of an eccleſiaſtical living; neither ſhould you in recommending a young healthy man to the void preſentation. You ſhould have ſaid, " Mr. *B* —, I as a *counſellor* and a *friend*, can ſuggeſt ſeveral things for the patron's advantage in his preſent ſtrait; as this project that is already in his head, of preſenting an old man; for there is no more ſimony in giving it to an old than a young man, and many an old man may be found more capable of performing the duty, than our young clergy; OR let him preſent one, whoſe life (by a weak conſtitution or a bad ſtate of health) cannot well be inſured for more than three or four years; either way the value of the advowſon will ſink but little,

if at all, and your friend will have *good bidders* enough for it ſoon: OR, what is ſtill better, as general bonds of reſignation have been numerous times decreed good and valid both in law and equity, he will find many a clergyman who will gladly embrace the living with that condition: OR, ſuppoſe one of his creditors, or any other of his acquaintance hath a friend, a clerk, unprovided for, 1100*l.* is a very moderate price for the advowſon, and he may recommend his friend to be preſented: OR, your friend may go to the biſhop, and inform him how he hath been uſed in the late treaty, and requeſt a little longer time, which is what many biſhops have frequently granted to a patron; or that if a lapſe ſhould take place, he would be pleaſed not to preſent a young man; OR, ſhould the biſhops mercy not extend ſo far, he may ſtill gain ſome days if not weeks, for the law is, *Burn*, v. 2. p. 313, after the church is lapſed, if the patron doth preſent before the ordinary hath filled it, the ordinary ought to receive his clerk; for lapſe to the ordinary is only an opportunity of executing a truſt, viz. of ſeeing a cure ſupplied in caſe of the patron's neglect, which being performed by the patron, the ordinary can take no advantage of it. Nay, by *Hobart*, the patron's preſentation takes place after the church is lapſed to the king:" OR if Mr. K— will not run that riſque, it will be better for him to ſell the advowſon at once for nine, ſeven, or even *five hundred* pounds, than to let a young man be preſented to the living, either by himſelf or the biſhop. Theſe ſeveral methods the law authorizes him to purſue, and ſo he may probably recover the purchaſe money, if not ſatisfy his creditors, and help his family: but now, as a *good man* more conſcientious than the reſt of my brethren, I can have no concern with it; only as wiſhing

wiſhing well to the cauſe of Chriſt, and having an ardent deſire that faithful goſpel preachers be ſettled in every county, if all other methods fail beſides *preſenting out and out*; I would recommend Mr. H — to the patron, but then obſerve the CONSEQUENCE: he ſhall not give a bond of reſignation, nor ſhall he reſign during life, nor will he or I make your friend the leaſt acknowledgment by way of compenſation, or even to manifeſt our gratitude; and therefore you will conſider alſo, that ſhould my aſſiſtant be preſented, his youth and his good habit of body, (which will be ſtrengthened and confirmed by his ſhooting and courſing with me two months in the year at the rectory, which is in an excellent ſporting county) will render the advowſon but little worth afterward: in fact, (p. 38.) the advowſon will then be of no ſervice at all to H —, he may indeed aſſiſt your friend in the diſpoſal of it," but it will be to a vaſt diſadvantage, and probably be attended with his utter ruin."

Such an addreſs as this, Sir, would have been like the *counſellor*, the *friend*, and the *good man*, and would have been ſuited to the patron's capacity and circumſtances; or if you would not ſpeak as a lawyer, when you found that through your recommendation he was inclined to preſent H — you ſhould have told him before Mr. B —, it was the *worſt ſtep* he could poſſibly take, and that the advice you had given him was for H — intereſt not his, but would rather effectually defeat all his views." This declaration, CHARITY to the man and his family, and JUSTICE to his creditors bound you to make: nay, in juſtice to yourſelf and aſſiſtant, to ſave your religion from that reproach, and yourſelf from that clamour, ſatyr and diſgrace, which it is ſurprizing you could not foreſee would neceſſarily take place on the

man's ruin; you ſhould have openly made this plain declaration: as you well knew K— circumſtances and views, if you abſolutely intended no compenſation or reſignation, you ſhould not have ſuffered H— to be inducted, or ſo much as preſented.

Which of the two are right in your narratives of the firſt nights converſation, I will not determine; Mr. B r alone can do you juſtice in that reſpect; and as you have ſet him on high in your pamphlet and the news papers, and have made ſo free with his private letters, you have forced him to do it, in *two material articles*; he hath aſſured the public that "he himſelf firſt laid before you and Mr. H— the whole account of K—'s diſtreſſes;" and "that it hath been his *invariable perſuaſion* and *expectation*, that K—— would eventually obtain ALL PROPER RELIEF." In juſtice to the ſtranger whoſe cauſe (in this affair) I plead; I hope the reverend gentleman will pardon me alſo in calling upon you to publiſh the whole of the letters, of which you have only given ſhort unconnected ſentences; and particularly publiſh the *laſt letter* he ever ſent you, ſo the world will ſee his great honor, humanity, faithfulneſs and real ſentiments of the caſe. Mr. B— from the very evening he returned from the lock chapel, concluded that K— had fallen into the beſt of hands, and that his difficulties and ſorrows were over; and accordingly ſpake of it with great pleaſure, and rejoiced therein on his friends behalf, and as he had been alſo the inſtrument of this happineſs to him. I need not tell you, that your reverend brother hath often ſaid, K— *ought to have the living, or a proper compenſation.* You have intimated, perhaps more plainly than you intended, that Mr. B— judged you ought to make K— a compenſation, or reſtore him to the full poſſeſſion of his living: when I read your account of the interview

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at Mr. B—'s houſe, I could not help pauſing at the words p. 13. "Mr. F— and Mr. B— then *changed entirely the ſtate of the queſtion.*" What was the ſtate of the queſtion? why you ſay "the affair was opened with much ſeeming prejudice by Mr. F— againſt Mr. H—" (an unkind unjuſt reflection, muſt this appear to all who know that gentleman's candor and principles; but) hence it is evident, that Mr. F— and Mr. B—'s firſt ſtate of the queſtion was, that K— was an INJURED MAN, but finding you was utterly averſe to that confeſſion, they then "changed entirely the ſtate of the queſtion and mentioned K— 's diſtreſſes with ſome warmth to you." If you would not help him as an injured, they would "have you help him as a man in great diſtreſs;" and to which he was peculiarly entitled, as from him both you and H— had for years received great advantage.

I have often wiſhed theſe gentlemen had not been ſo complaiſant to you, as to change the ſtate of the queſtion; much leſs ſhould they have acknowledged the propriety of the diſtinction in the preſent caſe, betwixt an injured and a diſtreſſed man: indeed Mr. F— hath publicly declared, he never remembers the *queſtions* which you ſay were put round by you, or the *anſwers* mentioned, p. 14; and what his apprehenſions were, and ſtill are of the affair, we ſhall ſoon ſee from his own teſtimony: and give me leave to ſay, Mr. B—'s declaration renders the words you have put into his mouth, "I look on him as a *diſtreſſed* man ONLY," very doubtful. The conference at Mr. B—'s is ſtrangely—repreſented by you, of which you had previous notice and faithful warning long before you publiſhed: Sir, the truth is, Mr. B— and Mr. F— ſaw you reſolved, not to advance a mite to the poor man, whoſe cauſe they pleaded, under the notion of one injured, as you juſtly feared the conſequence; therefore, they were willing to wave

a diſpute whether he was injured through your ignorance of the law, or your ſuperior wiſdom, or your being overmuch righteous, or your great affection to Mr. H— as fearing the debate would defeat the ſole purpoſe of their meeting " obtaining relief for K—," and ſo they applied to your bowels of compaſſion.

Well, this produced what they had in view, you promiſed to make him eaſy as to his preſent diſtreſſes; this is clear from both your accounts, K— ſays p. 20. " you propoſed that the living ſhould be valued with the life of the preſent incumbent on it, and what was deficient of 1100*l.* you would open a ſubſcription to make up;" your own evidence p. 14. is " I recommended it to K— to have the advowſon valued with H—'s life on it, and to conſider how much added thereto would make him eaſy as to his preſent diſtreſſes;" and you add p. 15. " thus we parted, and I *fully* intended to ſerve the poor man to the *beſt of my power:*" now as they that know Mr. M— do well know that the exertion of very little of his power would ſoon make the patron eaſy and happy as to this world: ſo methinks, under this propoſal of yours, there is ſomething more than *mere charity:* do you always addreſs mere objects of charity on the head of eccleſiaſtical livings, do you propoſe to them to have the advowſon of A— valued, and adviſe them to conſider how much added thereto, will make them eaſy as to their preſent diſtreſſes? Is not here a plain evidence, that there was a *change of the queſtion* alſo on your ſide in this famous interview: you ſay " I proteſted againſt taking the affair of the living the leaſt into conſideration;" but BEHOLD! preſently you made a propoſal, bringing it wholly into conſideration, and in which the idea of JUSTICE as well as charity is clearly diſcovered, if not ſtrongly expreſſed.

I now come to enquire into the reaſon of your not performing this *ſecond promiſe*, p. 14. " I will endeavour to do ſomething by myſelf and friends for the relief of Mr. K —." What are ALL PROMISES of whatever kind, illegal and ſimoniacal? or if any are made, is it ſinful to perform them? rather is not FIDELITY a chriſtian grace? and are not the miniſters of Chriſt to warn the people, not to think of *faith*, unleſs they add VIRTUE to it, in all its branches. Why then did you fly off and expoſe yourſelf to the charge of a *truce breaker*, by ſcoffers? why, *little honeſt* Dr. G — the baptiſt miniſter told you " K — was not only a poor but a bad man, for he had injured a ſiſter in law one of his peculiar acquaintance." Many of your readers have thought your wiſdom ſhould have entirely ſuppreſſed this part of the narrative; there is art, but much weakneſs in the relation: every one in common life reaſons thus, ſuppoſe a man deceives my friend, ought I to trick the deceiver, or ſhould my own ſiſter be robbed, is it lawful, or am I authorized either by law or goſpel to rob the robber. Had K — been a complete villain in his conduct to his ſiſter P —, to Mr. F — d's widow, or to the little honeſt Dr. or to the thorough honeſt Mr. H—, or to your obedient ſervant Mr. B — d he could not have received harder meaſure, or more unjuſtifiable treatment than hath been his lot, by indirect hints, and uncharitable ſuggeſtions, againſt his private and moral character, and not the leaſt proof produced. At laſt indeed there is; the various matters of which you were not doubtful, are come out in a *letter (not from but) to the reverend Mr. M—*, if the contents of it are *ſtrictly true*, I heſitate not to pronounce him a notorious hypocrite and the worſt of men. But *audi alteram partem*; it is his intereſt and duty to reply immediately if he can to this black charge, and from the character I have had of him,

from perſons of reputation and piety who have known him for many years and have had dealings with him; I hope for the intereſt of his innocent family, he will ſatisfactorily clear himſelf: when I read the *letter*, many reflections occurred; as, ſurely it is impoſſible for a man to act as he is here repreſented; may not bad advice, may not malice have had a hand in framing it? what is the character of the accuſer; or rather of the accuſed, is it not a good one? *ſupported* by a church of chriſtian profeſſors, and by many who have had connections with him in paſt life. Why ſhould there be an utter ſilence for *twenty years* on this ſubject, and this letter appear juſt at the time, when the public began to ſhow mercy to the afflicted patron? why ſhould LAW and a chancery ſuit be thought of, and proſecuted againſt K —, *only* ſince this affair of Mr. H — became public, or can I believe that the *reverend Mr. M* — was entirely ignorant of the perſon who ſubſcribes the letter, of her caſe, circumſtances and conduct, *before* this public addreſs to him? *&c.* but ſuſpending my judgment of the patron and his accuſer, till I hear his defence; ſuppoſe him to be the *firſt born of Satan*; it no way affects the caſe of A —: neither his villainy nor his righteouſneſs, I apprehend, make the leaſt difference as to the rectitude of your conduct towards him, and for his innocent family's ſake, you ſhould not rejoice ſo in the letter.

This bond affair, related by Dr. G —, we find made you neglect your promiſe: but ſuppoſe you was left executor to a deceaſed friend, and found a 50 *l.* bond payable from your *father* to you as executor; would not you think it right to demand it? could you be juſt to the heirs at law, *&c.* without it? well you are told it was already paid, ſurely you would not take the bare word, excluſive of any corroborating circumſtance

cumſtance (knowing that the bond was placed to your account by the widow, and 30 *l.* intereſt charged upon it); would not you aſk, why ſhould the bond be ſatisfied, and not taken up or deſtroy'd? however K — believed his ſiſter and delivered the bond *gratis*; the little honeſt Dr. was preſent and ſaw the whole tranſaction, took the bank notes for her ſhare of the advowſon into his own hand, ſaid all was right, and witneſſed the deed: But he obſerving in K — a little incredulity, (to which he is a very great enemy) haſtened, or, as p. 40. " like a true friend he thought it his duty to apprize me of the *ſort* of man I had to do with;" and from his ſtory, you took occaſion to break your promiſe and ſet aſide the whole agreement at Mr. B —. But unluckily for you, on croſs examining K — and Dr, G — and by a letter from the ſiſter, youfound " it *ſeems*, that the Dr. had miſtaken one ſingle circumſtance, that of the bonds being delivered up to Mrs. P — as part of the money for the advowſon." It is obſervable however, that you make your *true friend* (the little honeſt Dr.) the offender; the miſtake was by his tongue, not through your ears or prejudices; but as the Dr. was an eye witneſs of the whole affair, and by office is a preacher of truth and righteouſneſs, it requires great faith to believe that he could miſtake in the *one ſingle circumſtance of any importance*, in the whole ſtory *.

However

* Permit me for once, to turn exhorter to Dr. G —, if p. 40. was publiſhed with his approbation, and to the charitable ſurgeon of lock hoſpital Mr. B — d; or rather let it be your own advice, in which, you may juſtly glory. My friends, have good proof of what you publiſh or ſpeak to the diſadvantage of any man's private character, eſpecially of one under the frowns of the world, and dependent in a great meaſure by my means on the benevolence of the public; never deal in inuendo's or inſinuations; if you are in the leaſt doubtful, *be ſilent*; if you think it is proper to guard your friends

However, the matter you acknowledge was cleared up to your ſatisfaction; you had miſapprehended the bond affair: what then prevented your making K — eaſy as to his preſent diſtreſs? why his ſiſter after ſatisfying you in her letter, that your evil ſuſpicions of her brother were *groundleſs*, and that the ſtory of the bond by whomſoever told was *falſe*; informs you "my thoughts of my brother's preſenting to the living was like my giving a caſket of jewels if my houſe was on fire to a friend to keep from deſtruction." Oh baneful ſimile! This ſettled your doubtful mind, cancelled all obligations, and neither gratitude or charity found any place. Unhappy patron! to be puniſhed for another's fault, if it was a fault. For the *ſiſter's ſin* you ſay, p. xvi. "I reſolved to have nothing farther *to do* with him." You had to do with him as a counſellor, and through your advice we behold him and his innocent family in miſery; ſhould you not have proceeded, and have had *to do* with him alſo as a friend and a good man, to have juſtified the character he had of you from Mr. B —? But doubtleſs, counſelling him to give a living of 135 *l. per annum* to your needy dependent, and then counſelling if not conſtraining H— not to reſign, that K — might not wax wanton, or have it in his power to incur the guilt of ſimony, was having a great deal *to do* with him, and full ſufficient.

You ſay, p. xiii. "I *glory* in the advice I gave, I ſtand by it to this hour, I would do the ſame in

friends and the world againſt a particular perſon, *ſpeak out freely*, own the various matters relating to him which are ſtrictly true, and of which you do not remain doubtful, that others may be alſo perfectly ſatisfied, and ſo evermore ſhun either the accuſers or the accuſed." This advice given and followed, would have been much to the honour of the parties juſt mentioned, but their conduct diſplayed in your pamphlet, without hearing K —'s juſtification and defence; you muſt on ſerious reflection pronounce, *unlike the chriſtian.*

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the ſame circumſtances had K— been my own brother, and *I defy* the whole world to prove that my advice was not honeſt and upright, and agreeable to the principles of law and conſcience." Far be it from me, to interfere with the principles of your conſcience, but I truſt by this time you are *aſhamed* of the defiance, if not of your advice: no more can you ſay, that your advice was *brotherly*, or agreeable to the principles of law; no more offer to compare a perpetual advowſon to ſmuggled goods, or K— to a ſmuggler wanting you to put him into a way of avoiding ſeizure or payment of the duty. If you had really viewed the man and his plan in that light, it became you at once to have turned him away, or have turned away from him, with that equal diſdain he met with in an after meeting when he was put out of your door by H—'s gentle wave of his hand, or as you politely expreſs it, "*I* did not invite him to ſtay, as I did not chooſe to be in company any longer than I could help with the man."

Till he had preſented H— to the living it appears from your own teſtimony, you had a good opinion of him, p. 39. "I *dare ſay* Mr. K— you are a conſcientious man, and would not knowingly do what was wrong;" but when your friend was inducted "the patrons whole plan was ſimoniacal, he wanted to evade the law, and to cheat the biſhop of his lapſe." If this laſt was ſo heinous a thing, why did you become the chief inſtrument of effecting it? and why ſhould the putting in an old man be evading the law more than putting in H—? a number of queſtions and reflections here offer themſelves to every reader; ſo that I ſhall only aſk, did not you hear all his ſtory, did not you know his circumſtances and deſign, at your firſt interview? YES: then aſſoon as you diſcovered him to be a ſmuggler, and that

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of the moſt *contraband*, the moſt *execrable* things in the world, and found that he wanted you of all men, to adviſe him to the ſafeſt and moſt expeditious way of enriching himſelf with the ſpoils of ſimony and perjury; you ſhould not have merely adviſed, but *warned* him of that wrath which is due to ſuch workers of iniquity; and inſtead of inviting him, or even ſuffering him to enter your houſe the next morning, you ſhould have interdicted him your threſhold, and have prevented the opportunity of giving him either wine or water: all correſpondence with him ſhould have been broken off at once, and not continued it with amity and delight, till the living was alienated without redemption; his having a *good living* to diſpoſe of at the time, made not the leaſt difference as to the *rectitude of the action.*

Your friendly interviews with him after the friday night, prove you are not ſo bitter an enemy to ſmugglers, *alias*, men inclined to ſimony, as ſome might raſhly conclude from your introduction: and it is my duty to remark both for your benefit and the patron's, that in your account of the converſation you had with him, you are ſadly deficient, if not contradictory; and have laid yourſelf open to attacks from every quarter. To inſtance but in one particular; you ſay, the *friday night* you reaſoned and expatiated a conſiderable time upon the nature of ſimoniacal contracts, and their dreadful conſequences, and p. xii. it appears you took much pains to ſhew him the unlawfulneſs of what he was doing, that you convinced him of it, and he *thanked* you for your pains: but how is this to be reconciled with your account of *ſaturday*'s conference and conduct: we have your own confeſſion, p. 6. that you ſat, and heard him mention his calling on his attorney in his way to your houſe, who had offered to make him ſome farther propoſals for the purchaſe of the living,

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in the eveinng, and for that reaſon he would not preſent Mr. H— then, but as he did not expect ſucceſs in this new treaty, he would come on monday and *give* H— the living. Why was this the ſame man that was convinced of the unlawfulneſs and the deteſtable ſin of ſelling his living but the very night before! engaged the very next morning in another ſimoniacal contract! and coolly declaring his reſolution ſtill to purſue this execrable ſin, to the very man who had taken ſo much pains to convince him, and who had received his thanks in token of his conviction! did it not become you Sir on this, to open your mouth, and like a *miniſter of God*, to exclaim againſt the deteſtable ſin he ſtill purpoſed to commit, and that no more through ignorance, but with his eyes and underſtanding open: when he ſaid " he did not expect any thing to be done that evening with the attorney, and ſo would come on monday and give it to H—," ſhould you not have ſaid," thou hypocrite, if thou canſt not *ſell the gift of God*, my aſſiſtant is to have it; do not think to make him a mere ſtop gap, thy gift periſh; go treat with thy lawyer about the wages of unrighteouſneſs, I have diſcharged my conſcience, and am now pure from your blood." Was there any thing like this? NO; after hearing K— talk deliberately of going the following evening, about THAT which in many places you have ſaid would involve himſelf and a clergyman or ſome other perſon in the guilt of two of the blackeſt of all ſins, and that if he could not thus ſell the living your friend ſhould have it; you was *ſilent* and only ſay, " thus we parted," not the leaſt admonition to, or prayer for K—, nor any adjuration or warning to H— not to take the refuſe of SIMONIAC's.

How to reconcile your accounts and your conduct reſpecting K— either way, I am utterly at a loſs; and *irreconcileable, incredible appears to be vox populi*, the voice of the public alſo; ſpeedily

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publiſh a RECONCILER, that neither truth nor faithfulneſs may be given up*. How far you are excuſable ſuppoſing you ignorant of the law as to the points debated, is one thing, but if you had not ſtudied this particular caſe, you ſhould have told the patron that he might have had better advice. But after beholding him and his family ſtarving, and his creditors injured, either through bad law, or good recommendation, or want of faithfulneſs, to uſe your own words, p. xii. how after this you can juſtify the almoſt unprecedented treatment K— and his friends have met with, muſt be left to your own conſcience, and to the conſciences of thoſe who have been your abettors."

This naturally leads me to obſerve the treatment Mr. F— hath received from you and your ſurgeon Mr. B—d: as merely out of chriſtian compaſſion he appeared for the patron, and convinced of his being a worthy object, had opened a ſubſcription book at his houſe for his relief; both your intentions *ſeem* to have been to paint him as inconſtant, unſtable, ſaying one thing at one time, another thing at another, then of your ſide, then of K—; but how could ye aſſert ſuch things and permit them to be publiſhed? when as from the *letters* which have paſſed, his ſentiments muſt be well known, ſo you could hardly expect any other, but he would certainly juſtify himſelf when called on; though his account ſhould contradict what in your pamphlet is related. I had made ſeveral remarks on this part of the affair, when I was ſo fortunate as to ſee a letter in Mr. F— own hand, which your ungenerous treatment, I find forced him to write to an enquiring friend: as it reflects ſo great a light on the whole tranſaction, not to add

* So Mr. H—, though *convinced* by you the friday night, that his propoſal of going to the biſhop was ſimoniacal, as p. 6; we find him however p. 23. *ready dreſſed* to go the next morning with K—, to proſecute his ſimoniacal propoſal.

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the neceſſity there is of its appearing in public, I hope for the author's pardon in thus copying it.

SIR,

As you and other gentlemen, who have ſeen my name in the pamphlets lately publiſhed by Mr. *Madan* and Mr. *Kimpton*, deſire to know my thoughts on the paſſages where I am introduced; I ſhall comply with your requeſt as conciſely as I can.

I had no concern in the tranſactions relative to the preſentation; therefore confine myſelf to what paſſed afterwards.

About three months after the preſentation in 1764, I ſaw Mr. K — on the *Exchange*, he told me he had preſented Mr. H — to the living, that he hoped he had to do with men of honour who knew his *intention* in the preſentation; being well acquainted with the unhappy ſituation of his affairs when he applied to Mr. M — for advice: and that he expected Mr. H — would reſign when he ſhould have an opportunity to ſell the advowſon.

In December following I met Mr. K — in the ſtreet accidentally; he told me of the diſtreſs he was in from an apprehenſion that Mr. H — would keep poſſeſſion of the living, the conſequence thereof would be his ruin. I deſired him to call on me the next morning; told him I knew a gentleman of great worth and honour, who I thought had an intimacy with Mr. M —, and I would attempt ſomething for his relief. Mr. K — came; with his conſent I waited on the gentleman mentioned to him, and requeſted his application to Mr. M —, the gentleman complied, and in a few days after deſired me to go with him to Mr. Br — rs, where Mr. M — and Mr. K — met us.

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I related Mr. K—'s ſtory to me about the preſentation. Mr. M— abſolutely contradicted what Mr. K— had told me.

I had long entertained a high eſteem for Mr. M— and Mr. H—; at the ſame time I thought Mr. K— a man that would not knowingly deceive me. Their accounts being contradictory, nothing could be expected from the former in conſequence of any promiſe, I then took up the matter on the ſuppoſition of *miſunderſtanding* one another; and in that view I thought it equitable Mr. K— ought to be relieved, and expreſſed myſelf to this purpoſe. "Mr. H— is in poſſeſſion of Mr. K—'s eſtate without any valuable conſideration; and that if things ſhould remain ſo, Mr. K— with a wife and three children muſt be totally ruined, and his juſt creditors injured and diſappointed; this I cannot reconcile with the ſentiments I entertain of morality."

The reſult of this converſation, was Mr. *M—'s promiſe* to uſe his endeavours for Mr. K—'s relief, as a diſtreſſed man, though as an injured man he could have nothing to do with him.

I ſaw Mr. M—'s manuſcript which Mr. K— takes notice of in his pamphlet; I found his account of the converſation at *Mr. Br—r's* defective with regard to what I ſaid on that occaſion. I therefore wrote to Mr. M—, *January* 1767, acquainting him with that obſervation as well as *ſome others*: however I cannot help remarking the ſame defect in the printed anſwer to Mr. K—, as I had taken notice of in the manuſcript, and no regard paid to the letter that pointed it out; nor to another I wrote to Mr. *H*—, *March* 20. 1766, relative to this affair; notwithſtanding ſo free a uſe has been made of my name by Mr. M— and Mr. Br—d. I preſume the reaſon is, they would not ſo well have

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anſwered Mr. M—'s purpoſe as the letters he has printed*.

Mr.

* Extract of the letter ſent Mr. H—. *20th March* 176*6*.

SIR,

The affair between yourſelf and Mr. Kimpton, relating to the living at Aldwinkle, has been matter of great concern to me; not only on account of the diſtreſs of a man well eſteemed by gentlemen of character, fortune and underſtanding, and of ſome note amongſt the lovers of chriſtianity, who have known him intimately; but alſo, of the ruin of himſelf with a wife and three young children, if you continue in the living and he not relieved, and thereby enabled to pay his creditors their juſt demands.

I have, Sir, carefully attended to what has been ſaid by the ſeveral parties relative to the ſubject under conſideration. If it be ſuppoſed, that you took the living without intention to reſign it for the benefit of the diſtreſſed patron; nay without ſo much as an imagination that he expected any ſuch thing: yet upon being *ſolemnly aſſured* he always thought you took the living for the preſent to ſave him from diſtreſs, and expected your reſignation on a proper occaſion; and that the worthy gentleman (Mr. B—) who went with him to Mr. Madan for advice in the preſent difficulty, *underſtood the thing in the ſame light*: can you enjoy the benefice with freedom and pleaſure of mind, whilſt the patron languiſhes under all the diſtreſſes of a bankrupt?

That your tenure by law is ſufficient, does not admit of a doubt, but, *Sir*, where is the RULE IN EQUITY (I do not mean the court of chancery) that can aſſure you of the peaceable and happy enjoyment of this eſtate; the poſſeſſion whereof you obtained and ſtill continue in through a *miſapprehenſion of the patron* in the midſt of diſtreſs.

In what light ſoever ſome friends that may have an affection for you, may conceive of the affair; *others that may be men of good minds, will entertain thoughts not quite ſo favourable*; and the enemies of the goſpel I much fear will rejoice in this opportunity, and attempt to ſully your reputation as a miniſter of Chriſt, and injure the cauſe that ſo many worthy men ſeem of late to have been raiſed up to revive, defend and diffuſe.

Can you not, Sir, with honour reſign this living; (the poor patron's ALL, yea more than all, *for which he has no equivalent*), aſſuring the biſhop at the ſame time, that you

 had

Mr. B — r and I are ſaid by Mr. M — (p. 13.) "To change the ſtate of the queſtion entirely, and to mention K —'s diſtreſſes with warmth, and to preſs him much by himſelf and friends to do ſomething towards his relief; not with any view to the living but merely in the light of charity to a poor diſtreſſed man."

If this is true, it proves that Mr. Br—r as well as I, previous to changing the ſtate of the queſtion, pleaded for Mr. K—'s relief on the foot of JUSTICE or EQUITY; and I ſhould imagine his reaſons for doing ſo, aroſe from the knowledge he had of the negociation of this affair, being a party in it from the beginning. And Mr. F — for once will ſay of himſelf, that he has too much modeſty to preſs Mr. M — with his friends to an act of *mere charity* to Mr. K — that would coſt them many hundred pounds, without *any view* to the living. And I declare to the beſt of my knowledge, the propoſal to relieve Mr. K — by a charitable donation, was firſt mentioned by Mr.

had no ſuch intentions when you accepted the preſentation, but that now you find the *patron preſented it with ſuch expectations:* and that a diſappointment will be ruin to himſelf and family. I apprehend there is no eccleſiaſtical law that prohibits any incumbents reſigning who chuſes it; and I cannot but ſuppoſe that his lordſhip has ſo much humanity, that he would be pleaſed by your means, to find a family reſcued from deſtruction; though perhaps he may blame ſomething in Mr. Kimpton's conduct. The meaſure I have taken the liberty to mention, or ſome other that would be attended with the poor man's relief, I am perſwaded will redound to your *future honour and comfort*, and I am aſſured it will give pleaſure to ſome of your moſt ſincere friends.

That you may be directed into ſuch conduct as is right, ſuch as will afford you the moſt pleaſing reflections at all times, is the ſincere deſire of

Dear S I R,

Your moſt humble ſervant,

W. F.

M —

M — himſelf, after it had been argued on the principle of equity.

Mr. M — ſays (p. 13) " Mr. F — ſeemed to change his apprehenſions of the thing, and to be ſatisfied that no breach of promiſe, or deſigned injury had been offered Mr. K —." To this I ſay, Mr. M — knows beſt how things ſeemed to him. Indeed from what Mr. K — told me, I thought it was underſtood by all parties, at the time of the preſentation, that " *the tranſaction was intended for the accommodation of Mr. K—.*" But Mr. M — contradicting this, I was incapable of judging with certainty in the matter. I was willing to indulge myſelf in the moſt favourable conſtruction I could of Mr. M—'s declarations, yet inſiſted on Mr. K —'s relief on the foot of equity; which I think Mr. M — has not attempted to reply to.

It is ſaid (p. 13.) " Mr. Fuller ſeemed to think that Mr. K — did imagine that he ſhould have ſome compenſation for the preſentation; and Mr. H — was not apprized that there was any ſuch expectation, this was the footing theaffair then ſtood upon in Mr. F—'s judgement." The truth is; I thought *before*, *at*, and *ever ſince* this meeting, that Mr. K —ought to have a FULL COMPENSATION for the living; and that he expected as much, or a reſignation, at the time it was preſented. I *never ſaid*, it was my judgement that Mr. H — was not at all apprized that there was any ſuch expectation, however it ſeemed to Mr. M —.

In the converſation at Mr. M —'s (p. 17.) when Mr. Br — ld was preſent, I am again introduced as declaring myſelf *perfectly ſatisfied*; and from that, propoſing to write to my friend an attorney near Aldwinkle: whereas my propoſal to write, was from a *different motive*. We were informed

formed, I think by a letter from Mr. H—, that he was violently treated by incenſed people at Aldwinkle; if I had wrote, it would have beeen to acquaint my friend of Mr. M—'s declarations relative to the preſentation; but that notwithſtanding, he had promiſed his endeavours for Mr. K—'s relief; and I ſhould have requeſted my friend's influence to put a ſtop to the ill treatment Mr. H— complained of, from people in the neighbourhood. To what purpoſe is ſo much ſaid of my being ſatisfied. Suppoſe I had declared my ſatisfaction in the ſtrongeſt terms of the *purity* of Mr. M—'s and Mr. H—'s conduct; what effect would this have had upon the public, who will think and judge for themſelves from the various accounts in their hands.

Mr. M— ſays (p. 14.) he "put the queſtion ſeparately to each of the company, do you think Mr. K— has been injured by Mr. H— or me. They ſeverally anſwered *no*." To this I can only declare, *I have no remembrance of this queſtion, and theſe anſwers*. But I well remember, that ſufficient care was taken to fix in the minds of all preſent, that in the relief promiſed Mr. K—, he was regarded as a diſtreſſed not an injured man. This diſtinction I ſuppoſe was underſtood by the company: but whether Mr. M—'s idea to the word injured might not have as well been otherwiſe expreſſed, I leave to more competent judges, though I think a man may with *propriety* be ſaid to be injured by another, when no fraud or deſigned prejudice can be ſuppoſed.

I imagine Mr. K— may have heard me ſpeak to this purpoſe; which may have led him to ſay in his remarks, that I did not approve of the diſtinction. Had I ſeen thoſe remarks before they were printed, I imagine what he has ſaid as to this affair would not have been publiſhed.

I ap-

I apprehend the meeting at Mr. M—'s when Mr. B—d was preſent, was to acquaint Mr. K— and me, that he had been informed by *Dr.* G— that Mr. K— had behaved in ſome family concerns ſo as to impeach his moral character; and till that was cleared up he (Mr. M—) could not proceed to fulfil his promiſe at Mr. B—r's. However *Mrs. Phillipſon*, Mr. K—s ſiſter in law, (who was particularly mentioned upon this occaſion) in a letter to Mr. M—, I think acquits him from the charge advanced againſt him with reſpect to her. As to any thing further, I ſuſpend my judgment till both parties are heard. But if Mr. K— ſhould have acted wrong in another affair, though I ſhould blame ſuch conduct, I do not ſee that will *invalidate the juſtneſs of his cauſe* relative to the living of Aldwinkle. Nor do I think it to the honour of Mr. M— and Mr. B—d to repreſent Mr. K— to the world in ſo unfavourable a light as they have in p. 33 and 40. without ſome *eſtabliſhed facts* to warrant ſuch treatment.

As I never had an intimacy with Mr. K— I have on this occaſion enquired his character of ſeveral perſons of reputation, who have been acquainted with him many years, and have had a circumſtantial knowledge of his conduct, who all ſpeak very reſpectfully of him. I choſe to give you my thoughts in writing, hoping to prevent being miſunderſtood or miſrepreſented. If you think any part of my ſentiments or conduct wrong in this affair, be kind enough to point it out, and the more freedom you uſe the higher will your friendſhip be eſteemed by

SIR, Your's, &c.

W. F—R.

There is but very little occaſion to add any thing after this excellent and moſt candid letter; *let us conſider and profit by it*; but there is one thing very ſingular, and ought to be remarked; viz. that the gentleman of great worth and fortune here mentioned by Mr. F —, a peculiar friend of yours, by whoſe means the interview at Mr. B — was procured, and who was preſent at it, ſhould notwithſtanding be *omitted* through your whole pamphlet; if he is not like-minded with Mr. F — is it not reaſonable to ſuppoſe you would have brought him in on this momentous affair, as an evidence for you as you have Mr. B—d? *Mr. T—s* teſtimony will weigh with the public more than that of one, who, ſetting aſide his uncharitableneſs and prejudice againſt K —, blunders ſo notoriouſly, as to aſſert in one page, K— was the undoubted author of the Faithful Narrative, and in the other, p. 33, juſt oppoſite, he ſays the contrary, "whoever the author of the pamphlet is, he hath been groſly impoſed on, and K — was extremely weak to permit it to be publiſhed." Many judicious perſons are ſtrongly tempted to join with him in opinion, that the undoubted author of the pamphlet K — hath been groſly impoſed upon.

I will not treſpaſs on your patience or paſſions much farther; but you muſt give me leave to take notice of one incident more, becauſe with you it is ſo *momentous* as to cloſe all. You ſay, p. 48. "K — would have it believed, that ſomething Mr. M— is ſuppoſed to ſay on the Monday was the reaſon of his determination, whereas he reſolved to give Mr. H — the living before the words were ſpoken." Suppoſe we turn to your note at p. 19. *there* we find H — convincing you of an important miſtake in circumſtance of time; nay,

nay, he convinced you, that ſome part of the converſation which you in your MS. narrative had aſſerted to have been on the Monday, was on the Saturday. Why then muſt ſuch great ſtreſs be laid upon K—s being miſtaken in circumſtance of time? Or why may we not ſuppoſe that what he hath ſaid you uttered on the Monday, was really part of the converſation which H — hath convinced you was on the Saturday? Beſides, according to K —'s account (to which you obſerve I have hitherto paid no regard, being willing out of your own mouth alone to convince you) there was a ſpeech you made on the *Friday evening*, which for ſubſtance is the ſame with that ſuppoſed to be on the Monday: the Friday you propoſed to H — to take the living for a limited time, and ſaid, "if bonds were legal, you would be bound in any ſum for his reſignation." This was enough to biaſs him; and we find from his words to Mr. B—r going home, (which you have not diſproved) that your propoſing for H — to hold the living for a limited time, did actually determine him that night to preſent H — to the living without going to the biſhop. You now plainly ſee there is no inconſiſtence in his account; if you ſpoke nothing of a reſignation on the Monday, there was enough ſaid the Friday night; and is is demonſtrable that without ſome ſuch declaration, or promiſe, or hint, the living would never have been put into your hands.

But I cannot help aſking you, "Is there no variation in the MS. account you wrote for the ſatisfaction of your friends and that which you now have publiſhed? It is likely a variation as to the ſubſtance of ſome facts alledged, will ſoon appear, which will coſt you ſome little pains to reconcile.

Many

Many more obſervations might have been made both on your book and conduct, but I have confined myſelf to what is moſt material in the queſtion, and relied on your own authority: had I taken K— for my text, WHAT A SCENE! To conclude. That your friend, a perfect ſtranger to K— is in poſſeſſion of his living, without purchaſe, without compenſation, without gratitude, and contrary to the patron's views and expectations in preſenting him; and that H—'s poſſeſſion is, to the great injury of K— creditors, and the ſole cauſe of that ſorrow and pinching diſtreſs in which he and his family are involved, are facts which cannot be gainſayed. How one loſt, and the other obtained the living is now well known: could you but realize a brother in K— ſituation, you would ſurely have given, or procured him better advice; if he had applied to one for counſel in the affair, and by it was ruined, would you not think the counſellor jeered him, if he ſhould reply to his complaint, "why you have the ſatisfaction of inducting a faithful goſpel miniſter." And would not you have ſtrong ſuſpicions that he was a goſpel miniſter *only in name*, who, enjoying near 150*l.* per ann. by the gift of a ſtranger, never once remembered him afterwards either in a way of juſtice, gratitude, or charity. This is aſtoniſhing conduct Sir, yourſelf being judge; not to add, how a miniſter, conſiſtent with his ſacred office, and the feelings of a human being, could ſo pervert ſcripture (as by your ſilence on that head, one certainly did) turning that divine admonition "if thou faint in the day of adverſity thy ſtrength is but ſmall," into a *bitter ſarcaſm* againſt the very man, by whom he is what he is, and knowing himſelf to be the cauſe of his adverſity and fainting: I omit the circumſtance of

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a miniſter's borrowing his patron's horſe, and after keeping it above three months, then returning it, as without the leaſt pecuniary acknowledgment, ſo making the poor owner to pay for his borrowed beaſt's being brought back. Can theſe things be true of a *faithful goſpel miniſter?* Are they conſiſtent with adorning the doctrine of God our Saviour in all things? Do they correſpond with that conſcientiouſneſs which you and he talk of? Or muſt not ſuch a miniſter's conſcience be harder than his pulpit? But theſe queſtions and others which every upright mind will ſuggeſt relative to the unprecedented treatment K— hath met with, muſt be left to the conſciences of thoſe who have been actors in it, and abettors in the abuſe with which the patron hath been loaded, for ſuffering his tears to appear before men, after near three years ſilent grief.

Let us ſuppoſe, that you and H— did really believe that K— gave the living out and out, as you have repreſented; and that from a principle of conſcience he preſented H— as a goſpel miniſter notwithſtanding his youth, to all other men. I aſk you, *did not this diſintereſted conduct, this noble ſacrifice for conſcience ſake, and for the good of ſouls at* A—, *deſerve ſome notice from you and the rector in return?* eſpecially as you well knew how great was his poverty, how affecting his ſituation at the very time he made the ſacrifice of all his worldly intereſt. But what was your conduct? why, you acted towards him, as if it was SIMONY to approach him ever afterwards. Your aſſiſtant was inducted in February 1764; you ſay p. 11. "for my own part I did not ſee or hear any thing of K— till the 25th of November following when I preached a charity ſermon at Shadwell." So nine months after you ſaw him, becauſe he ſought you out, and

 forced

forced himſelf upon you in the veſtry, otherwiſe it is probable you never would have ſeen him: in like manner the goſpel rector, if he ſaw his patron ſooner, his health might be enquired after, but not his circumſtances; no affectionate enquiry into his ſituation with his creditors, or in the world; no ſcrutiny, whether God had not amply rewarded him for acting ſo conſcientiouſly in this affair, and for ſending his pure goſpel and ſo ſhining a light to A—; no offer of aſſiſtance, no tender of relief either by gift or loan, from either of you, though both well able to do it. Should you not have unaſked, unſollicited, have fled to his ſuccour? did not chriſtianity, did not humanity require it? ſhould not the *rector* who hath gained ſo much by K—'s conſcientiouſneſs, ſhould not the *counſellor* who ſoon, and from year to year, hath taſted its fruits alſo, freely purſuing game round the pariſh and parts adjacent, breathing the free air, and ſtretching on beds of eaſe at the parſonage houſe; ſhould ye not have remembered the donor, and rejoiced in that providence which enabled you to ſerve one another? but the poor man was utterly forgotten, and his wonderful work for you, buried in oblivion; the man who had ſacrificed his ALL from a principle of conſcience, as you ſay you verily believed he did, and for many months you had no reaſon to think otherwiſe; the man was all this while you ſay unnoticed, by either of you, and left to linger on in his wretchedneſs. Can you juſtify this conduct, granting all you have ſaid is fact? is not this that ſort of evidence which the lawyers call *felo de ſe?* what! have of this worlds goods bountifully, and ſee our brother, our friend, our benefactor, our patron and his family have need, and brought into the ſoreſt diſtreſs by a regard to conſcience, to the goſpel of Chriſt, and

to OURSELVES, and yet ſhut up the bowels of compaſſion from him; how dwelleth the love of God in us? how can we know we are of the truth, and how aſſure our hearts before the God of love that we are his children; or how can we declare his ſtatutes, and take his covenant into our mouth? I leave theſe ſacred admonitions with whom they may concern, and hope you will ſeriouſly reconſider your conduct in the affair.

What you mean by the rooted prejudice of K—'s party, I know not, you may be aſſured this letter was not dictated by prejudice, nor by a partizan; your correſpondent was influenced by no other motives, than he informed you in the firſt page, and if in any thing he is miſtaken, it is of judgment not of malice: the evidence on which my opinion is ſupported you have heard, if it is the means of convincing you and your friends and ſo of relieving the patron, "by your making full ſatisfaction for all the loſs you have led him into." I ſhall rejoice, your juſtice and equity will have the ſanction of law, goſpel and conſcience; will be publicly applauded by every chriſtian, and by

Your faithful friend.

FINIS.

FINIS.